

Doc. # 5310  
ADOPTED 5/31/90

## MINOR MODIFICATIONS TO URBAN RENEWAL PLAN

WHEREAS, the Urban Renewal Plan for the City and County of Denver, Colorado, was adopted by the Board of Directors of the Denver Urban Renewal Authority on December 22, 1961, and amended by the Board of Directors of the City and County of Denver on September 22, 1964 and the Board of Directors of the Denver Urban Renewal Authority on March 22, 1967, and

WHEREAS, the Board of Directors of the Denver Urban Renewal Authority has determined that it is in the best interests of the City and County of Denver to amend the Urban Renewal Plan by making the following modifications:

1. To amend the definition of "urban renewal area" to include the following:

"Urban renewal area" means any area within the City and County of Denver which is designated as such by the Board of Directors of the Denver Urban Renewal Authority, and which is subject to the provisions of the Urban Renewal Act of 1954, as amended, and the rules and regulations promulgated thereunder.

2. To amend the definition of "urban renewal project" to include the following:

"Urban renewal project" means any project within an urban renewal area which is designated as such by the Board of Directors of the Denver Urban Renewal Authority, and which is subject to the provisions of the Urban Renewal Act of 1954, as amended, and the rules and regulations promulgated thereunder.

3. To amend the definition of "urban renewal plan" to include the following:

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY  
RE: MINOR MODIFICATIONS TO THE URBAN RENEWAL PLAN OF THE SOUTH  
END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56, AND  
AUTHORIZATION TO PROCLAIM BY CERTIFICATE THESE MINOR  
MODIFICATIONS

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WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area (the "Plan") was adopted by the Boston Redevelopment Authority (the "Authority") on September 23, 1965, was approved by the City Council of the City of Boston on September 23, 1965 and has been recorded with the Suffolk County Registry of Deeds (the "Suffolk Deeds") in Book 8269 at Page 447; and

WHEREAS, under the terms of the current regulatory restrictions, the owner of the Castle Square housing development has the opportunity to prepay the mortgage and terminate the existing rent and income restrictions; and

WHEREAS, the Authority wishes to require the owner of the housing development to maintain the low and moderate income character thereof; and

WHEREAS, Section 1201 of Chapter 12 of said Plan, entitled "Modifications," provides that the Plan may be modified at any time by the Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, it is the opinion of the Authority that the minor modifications set forth below with respect to Parcel 1 of the South End Urban Renewal Area are consistent with the objectives of the Plan; and

WHEREAS, it is the further opinion of the Authority that the proposed amendments to the Plan set forth below do not substantially or materially alter or change the Plan, and may therefore be adopted within the discretion of the Authority pursuant to Section 1201 of the Plan; and

WHEREAS, the proposed amendments to the Plan set forth below are necessary to effectuate the redevelopment of Parcel 1.



NOW, THEREFORE, be it resolved by the Boston Redevelopment Authority:

That, pursuant to Section 1201 of the Plan, the Plan be and hereby is amended as follows:

The first paragraph of Section 604 relating to Parcel 1 shall be deleted in its entirety and the following paragraph shall be inserted in place thereof:

The principal use of this parcel shall be housing to be constructed under the provisions and spirit of the National Housing Act and any present and future federal, state and local programs for housing low and moderate income families. It shall meet the dwelling unit distribution provided herein. Approximately 500 units of low and moderate income housing shall be provided and local shopping may be provided at ground level. With respect to Parcel 1A (excluding Parcel 1E), Parcel 1B and Parcel 1C (as such parcels are described below in the Design Review Section), the housing shall be rental or limited equity cooperative housing.

The paragraph in Section 604 relating to Parcel 1 and entitled "NUMBER, SIZE AND DISTRIBUTION OF UNITS" shall be deleted in its entirety and the following paragraph shall be inserted in place thereof:

NUMBER, SIZE AND DISTRIBUTION OF UNITS

Approximately 500 units of low and moderate income rental or limited equity cooperative housing units shall be provided. No more than 300 of these units may be in elevator structures. The exact number, size and distribution of dwelling units shall be submitted to the Boston Redevelopment Authority for approval.

The paragraph in Section 604 relating to Parcel 1 and entitled "HEIGHT AND BUILDING TYPE" shall be deleted in its entirety and the following paragraph shall be inserted in place thereof:



## HEIGHT AND BUILDING TYPE

Housing along Tremont Street may be provided in elevator buildings, a maximum of seven stories high. The balance of the low and moderate income housing units must be in buildings two to four stories high. These must provide a maximum number of individual entries to units. The ideal shopping space shall be one story high and integrated with the housing along Tremont Street.

Any parking structure shall be no more than three stories high (30 feet from grade to the top of the top parking level, excluding parapets and stair or mechanical penthouses).

The paragraph in Section 604 relating to Parcel 1 and entitled "PARKING" shall be deleted in its entirety and the following paragraph shall be inserted in place thereof:

### PARKING

Minimum parking for the low and moderate income housing and retail uses shall be 350 spaces which shall be located in Village Court, Castle Court, Emerald Court and adjacent public ways, and an additional 150 spaces which shall be located in a parking structure. Additional parking spaces for residential, commercial, industrial and institutional use may be provided in a parking structure within the limitation of height permitted.

The paragraph in Section 604 relating to Parcel 1 and entitled "DEVELOPMENT" shall be deleted in its entirety.

The following paragraph shall be inserted following the paragraph in Section 604 relating to Parcel 1 and entitled "DESIGN REVIEW":

### SUBDIVISION OF PARCEL 1

Parcel 1 shall be subdivided into Parcels 1A, 1B, 1C, and 1D as shown on a plan of land entitled "Property Disposition Plan" prepared by Whitman & Howard Inc., Engineer, dated November 17, 1964 (Revised December 2, 1964, March 10, 1965, April 29, 1965, May 13, 1965, June 24, 1965 and July 8, 1965) and recorded at the Suffolk Deeds at Book

8050 and Page 521; and Parcel 1A shall be further subdivided into a smaller Parcel 1A and Parcel 1E as shown on a plan entitled "Subdivision Plan of Land in Boston (South End) Mass." prepared by Linenthal Eisenberg Anderson, Inc. most recently revised September 20, 1989, and recorded at the Suffolk Deeds as Plan # \_\_\_\_.

That the modifications set forth are found to be minor modifications which do not substantially or materially alter or change the Plan;

That all other provisions of said Plan not inconsistent herewith be and are continuing in full force and effect;

That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practical and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment; and

That the Director be, and hereby is, authorized to proclaim by certificate these minor modifications of the Plan, all in accordance with the provisions of the Urban Renewal Handbook, RHM7207.1, Circular dated June 3, 1970.

2645Q/90



MEMORANDUM

MAY 31, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR (Maine Model S.E. Plan)

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR  
NEIGHBORHOOD HOUSING AND DEVELOPMENT  
LAURA BURNS, PROJECT MANAGER

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS R-56  
CASTLE SQUARE APARTMENTS, AUTHORIZATION TO EXECUTE  
A SUPPLEMENTARY LAND DISPOSITION AGREEMENT,  
PETITION THE ZONING COMMISSION AND THE BOARD OF  
APPEAL FOR ZONING CHANGES AND VARIANCES, ADOPT A  
RESOLUTION PROCLAIMING MINOR MODIFICATIONS OF THE  
URBAN RENEWAL PLAN FOR THE SOUTH END URBAN RENEWAL  
AREA, AND TAKE OTHER NECESSARY AND APPROPRIATE  
ACTIONS

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**SUMMARY:** THIS MEMORANDUM IS INTENDED TO SECURE  
AUTHORIZATIONS NECESSARY FOR THE DIRECTOR TO  
IMPLEMENT THE "CASTLE SQUARE PROJECT AGREEMENT"  
SUCCESSFULLY NEGOTIATED BY AND AMONG THE CASTLE  
SQUARE TENANTS' ORGANIZATION ("CSTO"), THE BOSTON  
REDEVELOPMENT AUTHORITY ("BRA"), CASTLE SQUARE  
ASSOCIATES ("DRUKER") AND TREBHERSHAW LIMITED  
PARTNERSHIP ("TREBHERSHAW"). THIS AGREEMENT WILL  
ALLOW FOR THE TRANSFER OF CASTLE SQUARE APARTMENTS  
FROM DRUKER TO TREBHERSHAW, PROVIDE FOR SIGNIFICANT  
CAPITAL IMPROVEMENTS TO THE CASTLE SQUARE  
DEVELOPMENT, AND GUARANTEE LONG-TERM TENANT  
PROTECTIONS AND THE EVENTUAL CONVERSION OF CASTLE  
SQUARE APARTMENTS TO A TENANT-OWNED COOPERATIVE.

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1. Introduction.

This memorandum is submitted to secure the necessary authorizations from the Boston Redevelopment Authority ("BRA") Board of Directors to implement the Castle Square Project Agreement ("Agreement"), which is attached as Exhibit B and incorporated herein by reference. The Agreement will, among other things, allow for the transfer of the 500-unit Castle Square Apartment development in the South End from Castle Square Associates ("Druker") to the Trebbershaw Limited Partnership ("Trebbershaw"), provide for capital improvements for the development, and guarantee long-term tenant affordability and the eventual conversion of the complex into a tenant-owned cooperative.



The Agreement -- negotiated with the assistance of staff from the BRA by and between members and representatives of the Castle Square Tenants' Organization, Inc. ("CSTO"), Druker and Trebbershaw -- is a landmark approach to guaranteeing long-term protection against displacement to tenants in so-called "expiring use" developments.

## 2. Project History and Overview.

The Castle Square Apartment development is located on Parcel 1 in the South End Urban Renewal Area as bounded by Tremont Street, East Berkeley Street, Herald Street and Shawmut Avenue. Parcel 1 was originally developed as low- and moderate-income housing, commercial space, open space, parking and public ways pursuant to a Land Disposition Agreement ("LDA") entered into by and between the BRA and City Redevelopment Corporation ("CRC") dated March 12, 1965. Under the terms of the LDA, the BRA granted by deed (the "Deed") to Druker, successor in interest to CRC, portions of Parcel 1 in the South End Urban Renewal Area consisting of Parcels 1A, 1B, 1C, and 1D (the "Urban Renewal Parcels"), together with the fee to the center line of certain streets and ways and with the benefit of and subject to certain easements. The Public Improvements Commission of the City of Boston laid out and accepted the streets, courts and ways as public ways. The BRA retained title to small parcels of open space.

Pursuant to the LDA, the Deed and the South End Urban Renewal Plan, Druker constructed 500 units of housing, retail space and a parking garage financed with the proceeds of a loan insured under the provisions of Section 221(d)(3) of the National Housing Act of 1937. The requirements of the Section 221(d)(3) program and the regulatory agreement entered into by Druker and the U.S. Department of Housing and Urban Development ("HUD") restricted the use of the Project for a period equal to at least 20 years. Under the regulatory restrictions, the owner of Castle Square has the opportunity after 20 years to prepay the project mortgage and terminate the existing rent and income restrictions. Although such 20-year period has expired, any changes in the terms of the Section 221(d)(3) mortgage and regulatory agreement for the Castle Square Apartments development are now governed by Title II of the Housing and Community Development Act of 1987 ("Title II"). Pursuant to Title II, Trebbershaw expects to enter into a "Plan of Action" with HUD which will provide for the continuation of the low- and moderate-income housing and related uses consistent with the approvals being granted herein.



The housing located on the Urban Renewal Parcels is presently in need of capital improvements to ensure maintenance of such housing in good condition and repair and to ensure compliance with all applicable laws, codes, ordinances and regulations. Additionally, the roadways, courts, parking areas, open space and landscaping within the Castle Square Apartment development are presently in need of capital improvement and repairs to restore such roadways, courts, parking areas, open space and landscaping to good condition and repair.

Druker has agreed to convey, and Trebbershaw has agreed to acquire and redevelop, the housing portion of the Castle Square Apartments development, together with approximately 36,014 square feet of the commercial areas within the housing portion (the "Housing Project"). Druker will retain the parcels with the parking garage and the A&P food store. Trebbershaw is willing to undertake a program of capital improvements and repairs of the housing and to assume responsibility from the City and the BRA for improvement and maintenance of the roadways, courts, parking areas, open spaces and landscaping in the Castle Square Development.

### **3. The Negotiating Process.**

CSTO sought BRA participation in negotiations around the proposed sale of Castle Square in September of 1989. The tenants indicated six major areas of concern: (1) long-term affordability of housing units in Castle Square; (2) assurance on an affordable tenant buy-out option at some point in the future; (3) an acceptable policy around shorter-term rent increases; (4) provision for immediate repairs and renovations to Castle Square Apartments; (5) provision of adequate parking for tenants of Castle Square; and (6) continuation of the existing A&P food store as a retail supermarket. CSTO believed BRA participation in the negotiation process was essential in guaranteeing greater responsiveness to tenant concerns by Druker and Trebbershaw.

After months of discussions between the above-referenced parties, including several meetings at the BRA with Director Stephen Coyle, agreement in principle was reached by all concerned allowing for a conveyance of the Castle Square Apartments from Druker to Trebbershaw with the support of the CSTO. Further discussions led to the attached Agreement.

The various points raised by CSTO have been addressed to the satisfaction of the tenants, Druker and Trebbershaw in the following manner:

- a. **Long-term affordability:** Trebbershaw has pledged to guarantee the ability of existing tenants to remain in Castle Square without fear of displacement for the



duration of Trebbershaw's ownership by, among other things, executing a covenant permanently dedicating the land for use as low- and moderate-income housing. In addition, an affiliate of Winn Development Company ("Winn") and CSTO will be general partners in Trebbershaw. Pursuant to the terms of the Project Agreement, Winn is obligated to sell its partnership interest in Trebbershaw, and CSTO is obligated to purchase Winn's interest, five to seven years after the initial acquisition;

- b. **Tenant ownership:** Under terms of a plan that may well serve as a model for other "expiring use" housing developments, Winn has agreed to make it feasible for tenants to acquire Castle Square Apartments at the end of the tax credit compliance period so that the development may be converted to a tenant-run cooperative. Winn will contribute \$1.5 million at closing to facilitate eventual tenant ownership. Winn also has pledged to grant tenants extensive policy-and decision-making roles in the redevelopment and on-going management of Castle Square. Winn will establish a policy of tenant employment in and training for management roles. Additionally, agreement has been reached around creation of a Tenant Equity and Repair Fund ("TERF") to be paid by Druker to CSTO in the form of \$1 million at closing with additional \$100,000 payments on the third and fourth anniversaries of the closing. CSTO may use the TERF funds principally for project expenses and also for such things as operational costs, financing for a capital reserve fund, and contingency funds to ensure tenant co-op education and successful transfer of ownership to the tenants;
- c. **Rent increases:** Druker has applied for routine rent increases to offset normal increases in operating expenses. Agreement has been reached to postpone implementation of these increases (assuming they are approved by HUD) until August 20, 1990. Additionally, any tenant-paid rent increases after Trebbershaw's acquisition shall be phased-in in accordance with federal requirements;
- d. **Repairs and Renovations:** Trebbershaw has committed to undertaking a \$16 million repair and renovation plan with ongoing input and review by CSTO. A \$500,000 replacement reserve fund will also be established to be funded at closing, with an initial annual contribution that translates to \$517 per unit;



- e. Parking: Druker has agreed to make available to the Castle Square tenants 150 parking spaces in the existing garage (and in any new garage, if built) at no charge as long as the project is used for affordable housing. The parties have also agreed that any proposals for a new garage will not exceed 30 feet in height and will contain no more than 800 parking spaces; and
- f. A and P Supermarket: The supermarket property will be retained by Druker, and Druker has pledged to use best efforts to maintain the property as a retail food store.

#### 4. BRA Approvals Necessary to Implement the Agreement.

As the Castle Square Apartments were built in the South End Urban Renewal Area on portions of the formerly-BRA-owned Parcel 1, terms and conditions of the South End Urban Renewal Plan, the Land Disposition Agreement, the Deed, the Property Disposition Plan and other documents assign various rights and powers to the BRA.

This memorandum seeks authorization for the Director to take those steps deemed appropriate to implement the Agreement, as follows:

##### A. Subdivision and Improvement Programs.

The redevelopment of Castle Square will require the subdivision of Parcel 1A, which will create Parcel 1E, consisting of approximately 31,369 square feet which now contains the A&P food store and roughly bounded by Herald Street, Paul Place and Tremont Street. The redevelopment will also require a transfer from Druker to Trebhershaw of Parcel 1A (less the portion which constitutes Parcel 1E as described above), Parcel 1B, and Parcel 1C (hereinafter Parcel 1B, Parcel 1C, and Parcel 1A, less the portion which constitutes Parcel 1E, are collectively referred to as the "Premises"). As set forth in the Supplemental Land Disposition Agreement between the BRA and Trebhershaw, the restrictive covenants known as Covenants A and B contained in the Deed which restrict the use of the Premises only to the permitted uses and subject to the applicable limitations of the South End Urban Renewal Plan shall be extended to be effective in perpetuity with respect to the Premises and shall not expire as of the expiration date of the South End Urban Renewal Plan. Parcels 1D and 1E (the parking garage and the A&P store), which will be retained by Druker, will continue to be subject to Covenants A and B pursuant to the terms of the Deed.



Trebbershaw shall undertake a program of capital improvements and repairs to ensure the maintenance of the housing on the Premises in good and sanitary condition and repair and to ensure compliance with all applicable laws, codes, ordinances and regulations. Such program shall be carried out in accordance with the specifications approved by and on file with the BRA. With respect to the buildings on the Premises, such improvements shall include exterior repairs, interior repairs, weatherization and energy efficiency repairs. With respect to improvements to the infrastructure, Trebbershaw is willing to assume responsibility to reconstruct, repair and improve: (1) the paved parking and access areas consisting of Paul Place, Millicent Way, Village Court, Emerald Court and Castle Court (collectively, the "Project Paved Areas"), (2) the open spaces which are owned by the BRA consisting of Parcels A, B, C, D, E and F as shown on the Property Disposition Plan (collectively "the Project Open Spaces") and (3) other open spaces on the Premises, including repairing, landscaping, lighting and placing appropriate signs and other exterior amenities on the Premises. Thereafter, Trebbershaw will also assume maintenance responsibility for the Project Paved Areas and Project Open Spaces and will, if Trebbershaw deems necessary, undertake engineering analysis to determine the condition of underground utilities as they may be impacting on the condition of the housing, the Project Paved Areas and Project Open Spaces.

As part of the parking area component of the capital improvement program, the on-the-ground parking spaces in the Housing Project shall be restriped in accordance with plans approved by the Authority, CSTO and the City of Boston Traffic Department. The restriping will result in 323 on-the-ground spaces located in the Project Paved Areas and 27 spaces on the west side of Shawmut Avenue contiguous to the Housing Project, which spaces shall be reserved exclusively for the use of Castle Square tenants. Druker shall make available or cause to be made available to the residential and commercial tenants in the Premises 150 spaces in the current parking garage and in any new parking garage constructed on Parcel 1D.

Trebbershaw intends to begin rehabilitation after the acquisition of the Housing Project without any interruption in the occupancy of the buildings. Residents may stay in their units during the rehabilitation. If any temporary relocation is needed, such relocation will be carried out in accordance with relocation criteria mutually agreed upon by Winn and CSTO.



B. Extension of South End Urban Renewal Plan Requirements.

To ensure that the Project is completed in conformity with the South End Urban Renewal Plan, as it may be modified or amended, it is proposed that a Supplementary Land Disposition Agreement be executed to control the redevelopment of the Premises. The Supplementary Land Disposition Agreement includes a specific provision which extends the term of Covenants A and B, as described under "Subdivision and Improvement Program" above, to be effective with respect to the Premises in perpetuity so that said Covenants shall not expire as of the expiration date of the South End Urban Renewal Plan.

C. Subdivision of Parcel 1A.

To ensure that Trebbershaw receives good title to the Premises, and that Druker is able to convey good title, Parcel 1A must be subdivided into Parcels 1A and 1E as described in Paragraph A above. Druker will retain title to Parcel 1E which contains the A&P store and to Parcel 1D which contains the parking garage.

D. Execution and Administration of Loan Documents.

To help ensure affordability of the housing and to assist in Trebbershaw's undertaking of improvements to the Housing Project, the Mayor's Office of Capital Planning and Budget and the City Council have approved an appropriation of Two Million Dollars (\$2,000,000) to be released to the Authority by the City. Such funds will be utilized by Trebbershaw to undertake the improvements, including the infrastructure improvements as described herein. To ensure the funds are appropriately utilized, the staff recommends that the Director be authorized to provide in the Supplementary Land Disposition Agreement for the disbursement of such funds to Trebbershaw and for the administration of such loan by the Authority.

E. Urban Renewal Overlay Subdistrict.

Staff recommends that the Director be authorized to petition the Zoning Commission for a change in zoning of Parcel 1 from B-4 and H-3 zoning designations to B-4U and H-3U zoning designations. A copy of the proposed petition is attached hereto. The requested zoning change would accomplish two planning objectives. First, it would facilitate the redevelopment and rehabilitation of Parcel 1 so as to preserve the affordability of the housing units for low and moderate



income residents. Second, it would harmonize the dimensional requirements for Parcel 1 of the South End Urban Renewal Area and the requirements of the Boston Zoning Code. It is further requested that the Authority authorize the Director to recommend approval of Trebhershaw's petition for zoning exceptions and conditional use permits, as necessary, to subdivide the property and to permit the use of the parking located on each of Parcels 1A, 1B, 1C and 1D in a more functional manner than is currently permitted under zoning.

**F. Minor Modifications to South End Urban Renewal Plan.**

To ensure that the requirements of the South End Urban Renewal Plan are made consistent with existing and proposed conditions in the Castle Square Development and to ensure further that the low and moderate income rent restrictions are continued, minor modifications are contemplated to the Plan. Section 1201 of Chapter 12 of said Plan provides that the Plan may be modified provided that the proposed modifications do not substantially or materially alter or change the Plan. The changes contemplated would (a) alter the number of parking spaces required in order to conform the parking requirements for the Premises to the current parking requirements of the Boston Zoning Code, (b) subdivide Parcel 1A as described herein, and (c) make clear that the low and moderate income housing required by the Plan may be provided pursuant to any present or future programs for housing low and moderate income families.

**G. Project Agreement.**

Furthermore, authorization is sought to allow the Director to take those actions he may deem necessary and appropriate to implement the Agreement, which is attached as Exhibit B and incorporated herein by reference.



Based upon the foregoing, we recommend that the Authority: authorize the Director to petition the Zoning Commission to adopt a "U" Overlay Subdistrict for Parcel 1 and to approve a petition from Trebbershaw for the zoning exceptions which will be needed for the Project from the Board of Appeal; authorize minor modifications to the South End Urban Renewal Plan; authorize the execution of a Supplementary Land Disposition Agreement with Trebbershaw; and authorize the Director to approve the Castle Square Project Agreement and take all other actions necessary or appropriate for the redevelopment of the Castle Square Development.

Appropriate votes and resolutions follow:

- VOTED: That the Authority hereby authorizes the Director to petition the Zoning Commission of the City of Boston, substantially in accord with the petition attached hereto, for an amendment to "Map 1 - Boston Proper," of the series of maps entitled "Zoning Districts - City of Boston" to add to the present B-4 and H-3 zoning designations of the land shown on the attached map the suffix "U" indicating an Urban Renewal Area subdistrict; and further
- VOTED: That the Authority hereby authorizes the Director to recommend approval of a petition brought by Trebbershaw pending before the Board of Appeal for exceptions from the Boston Zoning Code necessary for the redevelopment of the Project; and further
- VOTED: That the Authority hereby ratifies and confirms all actions taken by the Director heretofore in connection with the Castle Square Development and consistent with the foregoing; and further
- VOTED: That the Authority hereby authorizes the Director:
1. To adopt for implementation the attached resolution re: Minor Modifications to the Urban Renewal Plan of the South End Urban Renewal Area, Project Number Mass. R-56 and Authorization to Proclaim by Certificate these Minor Modifications; and further
  2. To execute, in the name and on behalf of the Authority, a Supplementary Land Disposition Agreement with Trebbershaw, substantially in accord as attached hereto, which Agreement as provided by Section 3-1A of the Boston Zoning Code, as amended, shall subject the Premises to the use and dimensional controls as specified in



the Urban Renewal Plan of the South End Urban Renewal Area and shall authorize the Authority to administer the Two Million Dollar loan to Trebhershaw in connection with funds appropriated by the City Council and the Mayor's Office of Capital Planning and Budget; and further

3. To take all other actions necessary or appropriate for the redevelopment of the Castle Square Development, including approving a Castle Square Project Agreement to be entered into by Winn, CSTO and CSA (the "Project Agreement");

provided, however, the preceding three authorizations and directives in this Vote shall not be effective and shall not be implemented by the Director prior to the date of the MHFA Closing, as such term is defined in the Project Agreement.

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